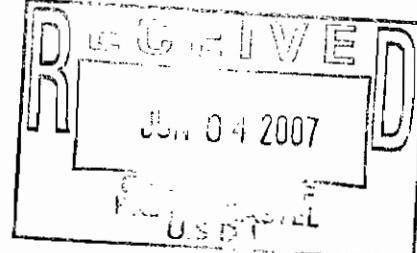


# **YANGMING'S REPLY EXHIBIT 4**

**MEMO ENDORSED****MALOOF BROWNE & EAGAN LLC****DOCUMENT****ELECTRONICALLY FILED****DAVID T. MALOOF****DOC #****DATE FILED****161407****411 Theodore Fremd Avenue, Suite 190****Rye, New York 10580****Telephone (914) 921-1200****Telecopier (914) 921-1023****E-mail: dmaloof@maloofandbrowne.com**

*A Plea to  
Granted  
SO ORDERED  
JES/JDS  
6-4-07*

June 1, 2007

**Via Federal Express**

Honorable P. Kevin Castel  
 Daniel Patrick Moynihan U.S. Courthouse  
 500 Pearl Street, Room 2260  
 New York, NY 10007  
 Tel: (212) 805-0262

Re: *Nippon Express U.S.A. (Illinois), Inc. v. M/V Chiang Jiang Bridge*  
 Case No.: *06 Civ. 694 (PKC)*  
 Our File: *1412.37*

Dear Judge Castel:

We represent the Plaintiff in the referenced matter. I am handling this case along with my colleague Matt Marion.

As the court is aware, one of the Defendants (Yang Ming) has filed a Motion to Dismiss the referenced action as against them only by virtue of an alleged forum selection clause existing in a bill of lading calling for jurisdiction in the United Kingdom.

*[We write now to request to have two weeks from today to respond to the motion, i.e., until June 15th, 2007.]*

*OK*

The reason the extension has become necessary is because there are several factual issues raised by the motion and related matters which should fairly be resolved before we can respond accurately.

First, we have now learned that there is more than one contract of carriage which may be implicated by the claims at issue. A second contract, incorporated by reference in the Yang Ming bill of lading, contains its own body of defenses and it does not call for jurisdiction in the United Kingdom. In any event, we are still attempting to understand the implications of that contract.

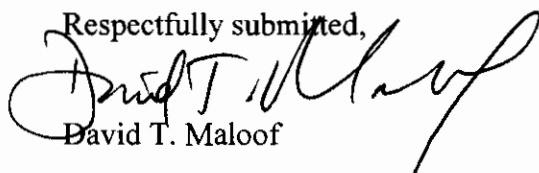
Second, it is established that to the extent a court in the United Kingdom would not follow US COGSA that would violate United States' public policy, and would be a suitable basis for the court to decline to dismiss the case. *Central National-Gottesman, Inc. v. M.V. Gertrude Oldendorff*, 204 F. Supp.2d 765 (S.D.N.Y 2002). We are currently inquiring with British counsel with respect to that issue.

It is also worth noting that the vessel M/V Chiang Jiang Bridge is in fact coming back to the United States later this month. At that time we expect we hope to be able to work out an agreement with the vessel's owners to post security and hope to agree to SDNY jurisdiction as to at least that claim.

Defendant Yang Ming has agreed to extend our time to respond to the motion until June 8th but was unwilling to agree to an extension until June 15th.

We thank the Court its kind consideration.

Respectfully submitted,



David T. Maloof

cc: **Via Facsimile- 212-344-7285**

Paul M. Keane, Esq.  
Chicanowicz Callan Keane Vengrow & Textor  
*Attorneys for Defendant*

DTM/mg